Boudreau, 231 Ill. 228, 83 N. E. 218; *Baty* v. *Elrod*, 66 Neb. 735, 97 N. W. 343. This would seem to be the better rule, since to hold that the possession is not adverse if held innocently and through mistake is to introduce a new element into the law of adverse possession, whereby the more satisfactory and stable evidence of visible possession is supplanted by an inquiry into the invisible motives and intentions of the occupant, which are matters difficult of determination and even more difficult of proof. *French* v. *Pierce*, *supra*. See MINOR, REAL PROP., § 1036; WARVELLE, EJECTMENT, §§ 440, 441.

BULK SALES ACT—SCOPE—TRANSFER TO CREDITOR IN SATISFACTION OF DEBT.—A dealer in merchandise transferred his stock to his creditor, upon an agreement that the creditor should sell and remit the remaining proceeds to the debtor, after deducting the amount of the indebtedness. No notice of the transaction was given to the other creditors of the debtor in accordance with the bulk sales act of that state. *Held*, notice was unnecessary, as the transaction was not within the purview of the act. *Des Moines Packing Co.* v. *Uncaphor* (Iowa), 156 N. W. 171. See NOTES, p. 550.

CARRIERS—CARRIAGE OF PASSENGERS—DUTY OF CARRIER.—A passenger on an interurban car was negligently carried past his destination, and set out to walk back to that place on the railway track. While crossing a trestle in the course of his walk, he was struck by one of the railway's cars and was killed. This action was then brought by the father of the infant decedent to recover for the loss of his services. *Held*, a recovery is allowed. *Terre Haute I. & E. Traction Co.* v. *Hunter* (Ind.), 111 N. E. 344.

Where a contract of carriage is made between a passenger and carrier, the carrier is under a duty to stop at the passenger's destination. *Hall* v. *E. L. & E. R. Co.*, 66 Tex. 619, 2 S. W. 831; *Caldwell* v. *Richmond & D. Ry. Co.*, 89 Ga. 550, 15 S. E. 678. And where the passenger is carried beyond his destination, damages for the breach of the contract may be recovered. *E. & R. R. Co.* v. *Kyte*, 6 Ind. App. 52, 32 N. E. 1134; *Reimard* v. *Bloomsburg & S. R. Co.*, 228 Pa. 384, 77 Atl. 560; *A. C. G. & R. Ry. Co.* v. *Cox*, 173 Ala. 629, 55 South. 909. If no actual injury can be shown, nominal damages may nevertheless be recovered. *Sappington* v. *A. & W. R. R. Co.*, 127 Ga. 178, 56 S. E. 311. Where the passenger is willfully carried past his destination, exemplary damages may be awarded. *Samuels* v. *R. & D. R. Co.*, 35 S. C. 493, 14 S. E. 943, 28 Am. St. Rep. 883; *Harlan* v. *Wabash Ry. Co.*, 117 Mo. App. 537, 94 S. W. 737. And some courts hold that damages caused from sickness induced by exposure are too remote to support a recovery in such cases. *Hobbs* v. *L. & S. W. Ry.* Co., L. R. 10 Q. B. 111, 44 L. J. Q. B. 49, 32 L. T. Rep. N. S. 352; *Childs* v. *N. Y. O. & W. Ry. Co.*, 77 Hun. (N. Y.) 539, 28 N. Y. Sup. 894.

Much of the seeming conflict here, however, can be cleared up by observing the nature of the action brought. Where the action is for the breach of the contract, recovery is allowed only for damages which may be reasonably supposed to have been in the contemplation of the

parties at the time of the formation of the contract, as the probable result of the breach. *Hadley* v. *Baxendale*, 9 Exch. 341; *Hobbs* v. *L. & S. W. Ry. Co., supra.* But if the action is in tort for the negligence of the railroad in carrying the passenger past his destination, recovery may be had for all the injuries directly resulting therefrom, though not contemplated as the probable result of the negligence. *Brown* v. *C. M. & St. P. Ry. Co.*, 54 Wis. 342, 11 N. W. 356, 41 Am. Rep. 41; *C. H. & I. R. Co.* v. *Eaton*, 94 Ind. 474, 48 Am. Rep. 179.

It is held that where a break in the continuity of the transportation occurs due to washout, or other similar cause, the relation of passenger and carrier still subsists. *Dwinelle* v. *N. Y. C. & H. R. R. Co.*, 120 N. Y. 117, 24 N. E. 319, 17 Am. St. Rep. 611, 8 L. R. A. 224; *Bugge* v. *Seattle Electric Co.*, 54 Wash. 481, 103 Pac. 824. And even after reaching the destination this relation continues until a reasonable time has elapsed for the passenger to leave the station. *C. R. I. & P. Ry. Co.* v. *Wood*, 44 C. C. A. 118, 104 Fed. 663. But where the passenger willfully remains on the train, after reaching his destination, he is held by some courts to be a mere licensee. *Keeney* v. *D. L. & W. Ry. Co.* (N. J.), 94 Atl. 604. By others, he is regarded as a trespasser. *H. & T. C. R. Co.* v. *Cohn*, 22 Tex. Civ. App. 11, 53 S. W. 698. Other courts repudiate both these views, however, and hold that the relation of passenger and carrier is by implication created anew. *Forbes* v. *C. R. I. & P. Ry. Co.*, 135 Iowa, 679, 113 N. W. 477.

As generally stated the rule is that the relation of passenger and carrier, after once having been formed, exists until the passenger reaches his destination and for a reasonable time thereafter. See HUTCHINSON, CARRIERS, §§ 1103-18. The instant case holds that where the passenger is carried beyond his destination, this relation, still exists when he attempts to walk back to that place. No other case has been found, however, which in so many words supports this statement of the law.

CARRIERS—NOTICE OF ARRIVAL TO CONSIGNEE—LIABILITY FOR LOSS OF GOODS. —A shipment of goods, having been unusually delayed in transit, was stored in the railroad's warehouse, no notice of the arrival being given to the consignee. There, the goods were burned without negligence on the part of the railroad; and the plaintiff brought suit to recover their value. *Held,* the railroad is liable. *Dancinger Bros.* v. *Chicago R. I. & P. Railroad Co.* (Mo.), 182 S. W. 130.

There are three rules concerning the necessity of notice to terminate a carrier's liability as an insurer; and the decisions are irreconcilably opposed to each other. The Massachusetts rule holds that a railroad ceases to be a common carrier and becomes a warehouseman, as a matter of law, as soon as it has completed the transportation and becomes a warehouseman as a matter of fact. *Norway Plaines Co.* v. *Boston & M. R. Co.*, 1 Gray (Mass.), 263, 61 Am. Dec. 423. A few other states have followed this view. *East Tennessee, Virginia & Georgia Ry. Co.* v. *Kelly*, 91 Tenn. 699, 20 S. W. 312, 17 L. R. A. 691, 30 Am. St. Rep. 902; *Porter* v. *Chicago R. & I. Ry. Co.*, 20 Ill. 407, 71 Am. Dec. 286; *Bergner* v. *Chicago & Alton Ry. Co.*, 13 Mo. App. 499. The second view, called the New